

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF GUAM**

**MAEDA PACIFIC CORPORATION,**

Civil Case No. 08-00012

Plaintiff,

vs.

**GMP HAWAII, INC., et al.,**

Defendants,

**AND DERIVATIVE AND OTHERWISE  
RELATED LITIGANTS.**

**ORDER RE: RENEWED MOTION  
FOR SUMMARY JUDGMENT AND  
MOTION FOR ENTRY OF  
JUDGMENT**

**GMP HAWAII, INC.,** a Hawaii corporation  
d/b/a **GMP ASSOCIATES**, and **OHIO  
PACIFIC TECH, INC.**, an Ohio corporation  
d/b/a **GMP ASSOCIATES, INC.**,

Civil Case No. 11-00010

Plaintiffs,

vs.

**LEXINGTON INSURANCE COMPANY,**  
a Massachusetts corporation,

Defendant.

1 Before the court is a Renewed Motion for Summary Judgment and Motion for Entry of  
2 Judgment (“the Renewed Motion”) filed by Smithbridge Guam, Inc. (“Smithbridge”). *See* ECF No.  
3 300. Smithbridge renews its motion for summary judgment for the dismissal of GMP’s claim for  
4 contribution and a request for entry of judgment against GMP. *See id.* at 1. Also before the court  
5 is a Joinder in the Renewed Motion filed by Jorgensen and Close Associates, Inc. and U.S. Specialty

1 Insurance Company (together, “J&CA”). *See* ECF No. 301. The court grants the joinder, and  
2 DENIES the Renewed Motion.

3 On August 14, 2009, Smithbridge filed Alternative Motions for Summary Judgment, or  
4 Approval of Good-Faith Settlement, for the Dismissal of the Third-Party Complaint. *See* ECF No.  
5 69. On February 23, 2010, the court found that, pursuant to Section 24606 of Title 7 of the Guam  
6 Code Annotated, there was a good-faith settlement between Smithbridge and Plaintiff Maeda Pacific  
7 Corporation (“Maeda”). *See* Order Re: Mtn. for Approval of Good-Faith Settlement, ECF No. 167  
8 at 20.

9 On April 20, 2011, J&CA and Maeda filed a Joint Motion for Approval of Good-Faith  
10 Settlement. *See* ECF No. 208. On September 23, 2011, the court granted Joint Motion and found  
11 that there was a good-faith settlement between J&CA and Maeda. *See* ECF No. 288.

12 Under Section 24606, “[a] determination by the court that [a] settlement was made in good  
13 faith shall bar any other joint tortfeasor from any further claims against the settling tortfeasor for  
14 equitable comparative contribution, or partial or comparative indemnity, based on comparative  
15 negligence or comparative fault.” 7 GUAM CODE ANN. § 24606(c). Thus, GMP is barred from  
16 bringing claims for contribution against Smithbridge and J&CA.

17 The Renewed Motion does not present a justiciable issue as it was disposed of with the  
18 court’s findings of good-faith settlements.<sup>1</sup> Accordingly, the court DENIES the Renewed Motion.

19 **SO ORDERED.**



/s/ Frances M. Tydingco-Gatewood  
Chief Judge  
Dated: Feb 27, 2012

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<sup>1</sup> If for some reason the findings of good faith are revoked or rescinded, the parties may raise the issues presented in the Renewed Motion at that time.